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12 Counsel For Official Committee of Unsecured Creditors

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14  
15 **UNITED STATES BANKRUPTCY COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**  
17 **SANTA ANA DIVISION**

18 In re:

19 THE LITIGATION PRACTICE GROUP,  
20 P.C.,

21 Debtor.

22 Chapter 11

23 Case No. 8:23-bk-10571-SC

24  
25 **STIPULATION CONCERNING**  
26 **PROTECTIVE ORDER FOR**  
27 **INFORMATION PROVIDED BY**  
28 **MORNING LAW GROUP P.C.,**  
1 **PURSUANT TO AUDIT RIGHTS**  
150698734.2 **GRANTED UNDER SALE ORDER**

1 The Official Committee of Unsecured Creditors (the “Committee”) of The Litigation Practice  
2 Group P.C. (“LPG”), Richard A. Marshack, in his capacity as the chapter 11 trustee of The Litigation  
3 Practice Group P.C. (the “Trustee”), Nancy Rapoport, in her capacity as post-closing ethics  
4 compliance monitor (the “Monitor”), and Morning Law Group, P.C. (“MLG” and, together with the  
5 Committee, Trustee, and Monitor, the “Parties”), stipulate and agree as follows (the “Stipulation”).

## RECITALS

7       A.     On March 20, 2023 (the “Petition Date”), The Litigation Practice Group P.C. (the  
8       “Debtor”), filed a voluntary petition under chapter 11 of title 11 of the United States Code, 11 U.S.C.  
9       §§ 101 *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Central District  
10      of California (the “Court”), commencing the above-captioned bankruptcy case (the “Bankruptcy  
11      Case”);

12 B. On May 8, 2023, the Court entered an order [Docket No. 65] approving the  
13 appointment of the Trustee.

14 C. On June 23, 2023, the Office of the United States Trustee appointed [Docket No. 134]  
15 the Committee, which was amended [Docket No. 157] to increase the number of Committee members  
16 on June 29, 2023.

17 D. On August 2, 2023, the Court entered an order [Docket No. 352] (the “Sale Order”)  
18 approving the sale of certain assets to MLG. The Sale Order approved that certain *Agreement of*  
19 *Purchase and Sale and Joint Escrow Instructions* (the “APA”) by and between the Trustee and MLG,  
20 which provides, *inter alia*, for certain audit rights (the “Audit Rights”), including the right of estate  
21 professionals to have “full access to all books and records of the Buyer.” Sale Order, Ex. 1 (APA at  
22 32).

23       E.     On August 7, 2023, the Court entered an order [Docket No. 363] (the “Monitor Order”)  
24 appointing the Monitor. Pursuant to the Monitor Order, the Court appointed the Monitor to “monitor  
25 the Buyer’s compliance with generally understood ethical standards and certain consumer protection  
26 obligations.” Monitor Order at 3.

27 F. On September 22, 2023, the Committee provided MLG and its counsel with its first  
28 set of audit requests, pursuant to the Audit Rights.

G. The Parties have met and conferred concerning the audit requests, which discussions are still in process, and:

a. the Monitor has requested that the Parties implement certain policies to ensure that any audit does not result in the inadvertent dissemination of confidential or privileged client information; and

b. MLG has requested that all other documents disclosed by MLG pursuant to the Audit Rights be subject to confidentiality protections.

H. Disclosure of information, pursuant to the Audit Rights, is likely to involve production of Business Documents and information related to clients of LPG, and clients of MLG (“Client Information”) for which special protection from public disclosure and from use for any purpose other than prosecuting this Bankruptcy Case may be warranted. Accordingly, as set forth below, the Parties request entry of a protective order in the form attached hereto as Exhibit A. The Parties acknowledge that the proposed form of order does not confer blanket protections on all disclosures or responses to Audit Requests and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

## **STIPULATION**

NOW, THEREFORE, based on the foregoing, the Parties agree and stipulate as follows:

1. The Parties restate and incorporate the foregoing Recitals set forth above.
2. Based on the foregoing, the Parties stipulate to the entry of the proposed form of order, attached hereto as Exhibit A, to govern the protection of Client Information provided by MLG in connection with the Audit Rights.

[Signatures on next page.]

1 DATED this 24th day of October 2023.  
2  
3

4 **FOX ROTHSCHILD LLP**

5   
6 By: \_\_\_\_\_  
7

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11 Constellation Place  
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14 *Counsel for the Committee*

15 **DANNING, GILL, ISRAEL & KRASNOFF,  
16 LLP**

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20 Aaron E. de Leest (Bar No. 216832)  
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23 *Counsel for Morning Law Group, P.C.*

24 *10/29/23*

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26 By: \_\_\_\_\_  
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Irvine, California 92620  
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9 **NANCY RAPOPORT**

10 By: \_\_\_\_\_  
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12 William S. Boyd School of Law  
13 University of Nevada, Las Vegas  
14 4505 S. Maryland Parkway  
15 Box 451003  
16 Las Vegas, Nevada 89154-1003  
17 *Ethics Compliance Monitor*

1 DATED this 24th day of October 2023.  
2

3 **FOX ROTHSCHILD LLP**

4 By: \_\_\_\_\_

5 Michael A. Sweet (Bar No. 184345)  
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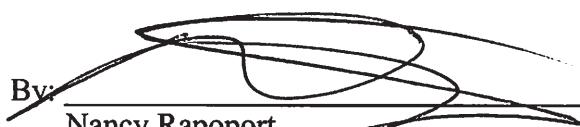
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35 *Ethics Compliance Monitor*

## Exhibit A

1 Michael A. Sweet (SBN 184345)  
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8 Counsel For Official Committee of Unsecured Creditors

9  
10 **UNITED STATES BANKRUPTCY COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**  
11 **SANTA ANA DIVISION**

12 In re:	Chapter 11
13 THE LITIGATION PRACTICE GROUP, 14 P.C.,	Case No. 8:23-bk-10571-SC
15 Debtor.	<b>PROTECTIVE ORDER FOR INFORMATION PROVIDED BY MORNING LAW GROUP P.C., PURSUANT TO AUDIT RIGHTS GRANTED UNDER SALE ORDER</b>

19 The Court, having considered the *Stipulation Concerning Protective Order for Certain*  
20 *Information Provided by Morning Law Group P.C., Pursuant to Audit Rights Granted Under the Sale*  
21 *Order* [Docket No. \_\_\_\_] (the “Stipulation”) by and between The Official Committee of Unsecured  
22 Creditors (the “Committee”) of The Litigation Practice Group P.C., Richard A. Marshack, in his  
23 capacity as the chapter 11 trustee of The Litigation Practice Group P.C. (the “Trustee”), Nancy  
24 Rapoport, in her capacity as post-closing ethics compliance monitor (the “Monitor”), and Morning  
25 Law Group, P.C. (“MLG” and, together with the Committee, Trustee, and Monitor, the “Parties”), and  
26 good cause appearing therefor,

27     ///

28     ///

150699130.3

1 IT IS HEREBY ORDERED as follows:

## 1. DEFINITIONS

(a) Audit Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to the Audit Rights.

(b) **Challenging Party:** a Party that challenges the designation of information or items under this Order.

(c) CLIENT INFORMATION: information (regardless of how it is generated, stored or maintained) or tangible things that contain personally identifiable information of the clients of MLG that, if disclosed, would constitute a violation of the attorney-client privilege.

(d) Counsel: attorneys who represent a Party (as well as their support staff).

(e) Designating Party: a Party that designates information or items that it produces in disclosures or in responses to discovery as containing “CLIENT INFORMATION.”

(f) Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant by a Party in the Bankruptcy Case.

(g) Party: each of the Parties, individually, including all of its officers, directors, employees, consultants, retained Experts (and their support staffs)

(h) Producing Party: a Party that produces Audit Material.

(i) Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

(j) Protected Material: any Audit Material that is designated as containing “CLIENT INFORMATION,” as confirmed by the Monitor, pursuant to the provisions of this Order, and is not modified to constitute Redacted Protected Material.

(k) Receiving Party: a Party that requests the receipt of Audit Material from a Producing Party.

(I) Redacted Protected Material: has the definition set forth subsequently in this Order.

(m) Unless otherwise defined in this section, all capitalized terms have the definitions set forth below in this Order or as otherwise defined in the Stipulation.

## 2. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (a) any information copied or extracted from Protected Material that would otherwise constitute Protected Material; (b) all copies, excerpts, summaries, or compilations of Protected Material; and (c) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulation and Order do not cover the following information: (w) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (x) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material in any dispute before the Court shall be governed by a separate agreement or order.

Audit Material that is not Protected Material shall be treated as confidential under the Stipulation and this Order and subject to Section 9 below.

### 3. DURATION

Even after the termination of Audit Rights, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (a) the satisfaction of all obligations of MLG under the terms of the APA and Sale Order; and (2) final judgment after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law, with respect to any dispute between the Parties (or any subset of the Parties) concerning

1 the satisfaction of MLG's obligations under the APA and Sale Order.

2 **4. DESIGNATING PROTECTED MATERIAL**

3 (a) **Exercise of Restraint and Care in Designating Material for Protection.** Each Party that  
4 designates information or items for protection under this Order must take care to limit any such  
5 designation to specific material that qualifies under the applicable rules of professional conduct  
6 governing attorney-client confidentiality. The Designating Party must designate for protection only  
7 those parts of material, documents, items, or oral or written communications that qualify – so that  
8 other portions of the material, documents, items, or communications for which protection is not  
9 warranted are not swept unjustifiably within the ambit of this Order.

10  
11 If it comes to a Designating Party's attention that information or items that it designated for  
12 protection do not qualify for protection, that Designating Party must promptly notify all other Parties  
13 that it is withdrawing the mistaken designation.

14 (b) **Manner and Timing of Designations.** Except as otherwise provided in this Order, or as  
15 otherwise stipulated or ordered, Audit Material that qualifies for protection under this Order must be  
16 clearly so designated before the material is disclosed or produced. Designation in conformity with  
17 this Order requires:

18 i. **For information in documentary form** (e.g., paper or electronic documents,  
19 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
20 affix the legend "CLIENT INFORMATION" to each page that contains Protected Material. If only a  
21 portion or portions of the material on a page qualifies for protection, the Producing Party also must  
22 clearly identify the protected portion(s) (e.g., by making appropriate annotations in the margins).

23 ii. **For original documents or materials** available for inspection, the Producing  
24 Party need not designate them for protection until after the inspecting Party has indicated which  
25 material it would like copied and produced. During the inspection and before the designation, all of  
26 the material made available for inspection shall be deemed "CLIENT INFORMATION." After the  
27 inspecting Party has identified the documents it wants copied and produced, the Producing Party must

1 determine which documents, or portions thereof, qualify for protection under this Order. Then, before  
2 producing the specified documents, the Producing Party must affix the "CLIENT INFORMATION"  
3 legend to each page that contains Protected Material. If only a portion or portions of the material on  
4 a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s)  
5 (e.g., by making appropriate annotations in the margins).

14 (c) Monitor Review of Designated Material. Prior to producing information designated as  
15 CLIENT INFORMATION to the Receiving Party, the Producing Party shall forward such designated  
16 material, with the appropriate legend and annotations, to the Monitor for initial review. The Monitor  
17 shall determine whether material designated as “CLIENT INFORMATION” qualifies as Protected  
18 Material. If the Monitor determines that the designated material is Protected Material, then the  
19 Monitor shall either: (i) where practicable and necessary for the review of information associated with  
20 particular clients, as determined by the Receiving Party, implement a randomization protocol that  
21 assigns and applies a discrete, randomized numerical or other data identifier to each client name or  
22 other identifying information in lieu of client identifying information to permit the review of client-  
23 specific data without disclosing personally identifiable information regarding a particular client (the  
24 “Randomization Protocol”); or (ii) where impracticable or not necessary for purposes of the Receiving  
25 Party’s review, redact personally identifiable client information (the “Redaction Protocol” and, with  
26 respect to Protected Material treated pursuant to the Randomization Protocol or the Redaction  
27 Protocol, the “Redacted Protected Material”). If the Monitor determines that the designated material

1 is not Protected Material, the Monitor may forward the designated material to the Receiving Party and  
2 the designated material will not constitute Protected Material.

3 (d) Inadvertent Failures to Designate. If the Receiving Party reasonably believes that it  
4 obtained information that contains CLIENT INFORMATION, then the Receiving Party shall forward  
5 such material to the Monitor to conduct the review set forth in Paragraph 4(c); provided, that, any  
6 action taken to request Monitor review by a Receiving Party shall not be treated as a waiver of any  
7 rights under this Order. If timely corrected, an inadvertent failure to designate qualified information  
8 or items does not, standing alone, waive the Designating Party's right to secure protection under this  
9 Order for such material. Upon timely correction of a designation, the Receiving Party must make  
10 reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

11 (e) Access to Redacted Protected Material. A Receiving Party may provide Redacted  
12 Protected Material to any other Party (i.e., a Party to the Stipulation) without further notice to the  
13 Disclosing Party. Moreover, a Party may file Redacted Protected Material with the Court without the  
14 need to seek an order to file the Redacted Protected Material under seal.

15 5. CHALLENGING CLIENT INFORMATION AND PROTECTED MATERIAL  
16 DESIGNATIONS

17 (a) Timing of Challenges. Any Party may challenge a designation of Client Information  
18 or Protected Material at any time. Unless a prompt challenge to a Designating Party's Client  
19 Information designation or a Protected Material determination is necessary to avoid foreseeable,  
20 substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the  
21 Bankruptcy Case, a Party does not waive its right to challenge a Client Information or Protected  
22 Material designation by electing not to mount a challenge promptly after the original designation is  
23 disclosed.

24 (b) Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
25 by providing written notice of each designation it is challenging and describing the basis for each  
26 challenge to the Parties. To avoid ambiguity as to whether a challenge has been made, the written  
27 notice must recite that the challenge to Client Information or Protected Material is being made in

1 accordance with this specific paragraph of the Order. The Parties shall attempt to resolve each  
2 challenge in good faith and must begin the process by conferring directly (in voice-to-voice dialogue;  
3 other forms of communication are not sufficient) within 14 days of the date of service of notice. In  
4 conferring, the Challenging Party must explain the basis for its belief that the Client Information or  
5 Protected Material designation was not proper and must give the Designating Party and Monitor an  
6 opportunity to review the designated material, to reconsider the circumstances, and, if no change in  
7 designation is offered, to explain the basis for the chosen designation. A Challenging Party may  
8 proceed to the next stage of the challenge process only if it has engaged in this meet and confer process  
9 first or establishes that the Designating Party is unwilling to participate in the meet and confer process  
10 in a timely manner.

11 (c) Judicial Intervention. If the Parties cannot resolve a challenge without court  
12 intervention, the Designating Party shall file and serve a motion to enforce this Order within 21 days  
13 of the initial notice of challenge or within 14 days of the Parties agreeing that the meet and confer  
14 process will not resolve their dispute, whichever is earlier. Each such motion must be accompanied  
15 by a competent declaration affirming that the movant has complied with the meet and confer  
16 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a  
17 motion, including the required declaration within 21 days (or 14 days, if applicable), shall  
18 automatically waive the rights of the Designating Party with respect to such dispute. In addition, the  
19 Challenging Party may file a motion challenging a Client Information or Protected Material  
20 designation at any time if there is good cause for doing so. Any motion brought pursuant to this  
21 provision must be accompanied by a competent declaration affirming that the movant has complied  
22 with the meet and confer requirements imposed by the preceding paragraph.

23 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.  
24 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary  
25 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the  
26 Designating Party has waived the Client Information or Protected Material designation by failing to  
27 file a motion to retain confidentiality as described above, all parties shall continue to afford the

1 material in question the level of protection to which it is entitled under the Producing Party's  
2 designation until the Court rules on the challenge. The Monitor shall have standing to appear and be  
3 heard at any hearing challenging the designation of Confidential Information or Protected Material.

4 **6. ACCESS TO AND USE OF PROTECTED MATERIAL AND REDACTED PROTECTED**  
5 **MATERIAL**

6 (a) **Basic Principles.** A Party may use Redacted Protected Material that has been disclosed  
7 or produced by another Party in connection with this Bankruptcy Case or such other litigation  
8 pertaining to the Bankruptcy Case, the Sale Order, and the APA. Protected Material that is not  
9 Redacted Protected Material may be disclosed only to the categories of persons and under the  
10 conditions described in this Order. Protected Material must be stored and maintained by a Party at a  
11 location and in a secure manner that ensures that access is limited to the persons authorized under this  
12 Order.

13 (b) **Disclosure of Protected Material.** Unless otherwise ordered by the Court or permitted  
14 in writing by the Designating Party, the Parties hereto may disclose any information or item designated  
15 as containing Protected Material only to:

16 i. employees, contractors, professionals or vendors of any Party to whom it is  
17 reasonably necessary to disclose the information to discharge the Parties' duties under this Order and  
18 the Monitor Order, and who have signed the "Acknowledgment and Agreement to Be Bound" that is  
19 attached hereto as **Exhibit A**;

20 ii. any counsel employed by the Parties; and  
21 iii. the Court and its personnel.

22 (c) **Limitations Concerning the Monitor Order.** Nothing contained herein shall limit or  
23 supersede the rights granted to the Monitor under the Monitor Order or any other order of the Court  
24 entered in connection therewith.

25 **7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**  
26 **LITIGATION**

27 If a Party is served with a subpoena or a court order issued in other litigation that compels

1 disclosure of any information or items designated in this action as Protected Material, that Party must:

2 (a) promptly notify in writing the Designating Party. Such notification shall include a copy  
3 of the subpoena or court order;

4 (b) promptly notify in writing the party who caused the subpoena or order to issue in the  
5 other litigation that some or all of the material covered by the subpoena or order is subject to this  
6 Order. Such notification shall include a copy of this Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
8 Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with the subpoena or  
10 court order shall not produce any information designated in this action as Protected Material before a  
11 determination by the court from which the subpoena or order issued, unless the Party has obtained the  
12 Designating Party's permission. The Designating Party shall bear the burden and expense of seeking  
13 protection in that court of its Protected Material – and nothing in these provisions should be construed  
14 as authorizing or encouraging a Party in this action to disobey a lawful directive from another court.

15 8. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

16 If a Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any  
17 person or in any circumstance not authorized under this Order, the Party must immediately (a) notify  
18 in writing the Designating Party and Monitor of the unauthorized disclosures, (b) use its best efforts  
19 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom  
20 unauthorized disclosures were made of all the terms of this Order, and (d) request such person or  
21 persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as  
22 **Exhibit A.**

23 9. **GENERAL CONFIDENTIALITY OF THE AUDIT MATERIAL**

24 (a) **All Audit Material Presumed Confidential.** All of the documents that are not expressly  
25 designated Protected Material under this Order shall be presumed as confidential.

26 (b) **Use of Audit Material other than Protected Material.** The Parties' professionals may  
27 freely use Audit Material that is not Protected Material for analysis, compilation, and other work

1 within the scope of the Audit Rights and their duties under the Bankruptcy Code. Further, the Parties'  
2 professionals may file any professional work product based on such original Audit Material without  
3 seeking permission from the Designating Party.

4 (c) Filing of Copies of Audit Material other than Protected Material. Before filing copies  
5 of any documents comprised of Audit Material that is not Protected Material, any Party shall seek  
6 approval from the Designating Party and, absent approval, the Parties shall meet and confer directly  
7 (in voice-to-voice dialogue; other forms of communication are not sufficient) within 7 days of the  
8 approval request. If the Parties cannot resolve a challenge without court intervention, the Parties shall  
9 follow the judicial intervention procedures set forth in Section 5(c) of this Order. Notwithstanding the  
10 foregoing, any Party may request authority from the Court to file Audit Material that is not Protected  
11 Material under seal at any time, pursuant to Local Bankruptcy Rule 5003-2(c) and 11 U.S.C. § 107.

12 (d) Committee Member Access. Committee members may not receive access to Protected  
13 Material and may only receive access to Audit Material if they are signatories to Exhibit A hereto.

14 10. MISCELLANEOUS

15 (a) Right to Further Relief. Nothing in this Order abridges the right of any person to seek  
16 its modification by the Court in the future.

17 (b) Right to Assert Other Objections. By stipulating to the entry of this Order no Party  
18 waives any right it otherwise would have to object to disclosing or producing any information or item  
19 on any ground not addressed in this Order. Similarly, no Party waives any right to object on any  
20 ground to use in evidence of any of the material covered by this Order.

21 (c) Filing Protected Material. Without written permission from the Designating Party or a  
22 Court order secured after appropriate notice to all interested persons, a Party may not file in the public  
23 record in this action any Protected Material. Protected Material may only be filed under seal pursuant  
24 to a Court order authorizing the sealing of the specific Protected Material at issue. If a Party's request  
25 to file Protected Material under seal is denied by the Court, then the Party may file the information in  
26 the public record, unless otherwise instructed by the Court. Nothing contained herein limits a Party's  
27 right to file Redacted Protected Material, which a Party may do without further order from the Court.

## 11. FINAL DISPOSITION

2 Within 60 days after the final disposition, as defined above, each Party must take reasonable  
3 steps to return all Protected Material to the Producing Party or destroy such material (reasonable steps  
4 do not include removing the material from backup drives or similar archival storage); provided,  
5 however, that the Monitor may maintain any randomization keys or coding produced pursuant to the  
6 Randomization Protocol for 6 months following the final disposition. As used in this subdivision, “all  
7 Protected Material” includes all copies, abstracts, compilations, summaries, and any other format  
8 reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or  
9 destroyed, the Party must submit a written certification to the Producing Party (and, if not the same  
10 person or entity, to the Designating Party) by the 60 day deadline that (a) identifies (by category, where  
11 appropriate) all the Protected Material that was returned or destroyed and (b) affirms that the Party has  
12 not retained any copies, abstracts, compilations, summaries or any other format reproducing or  
13 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain  
14 an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
15 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
16 consultant and expert work product, even if such materials contain Protected Material. Any such  
17 archival copies that contain or constitute Protected Material remain subject to this Order.

三

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print  
4 or type full address], declare under penalty of perjury that I have read in its entirety and understand  
5 the Stipulated Protective Order [Docket No. \_\_\_\_] that was issued by the United States Bankruptcy  
6 Court for the Central District of California on [date] in the case of THE LITIGATION PRACTICE  
7 GROUP P.C. (Case No. 8:23-bk-10571-SC). I agree to comply with and to be bound by all the terms  
8 of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could  
9 expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not  
10 disclose in any manner any information or item that is subject to this Stipulated Protective Order to  
11 any person or entity except in strict compliance with the provisions of this Order.

12 I further agree to submit to the jurisdiction of the United States Bankruptcy Court for the  
13 Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order,  
14 even if such enforcement proceedings occur after termination of this action.

15 I hereby appoint \_\_\_\_\_ [print or type full name] of  
16 \_\_\_\_\_ [print or type full address and telephone number] as  
17 my California agent for service of process in connection with this action or any proceedings related  
18 to enforcement of this Stipulated Protective Order.

19 Date: \_\_\_\_\_

20 City and State where sworn and signed: \_\_\_\_\_

21 Printed name: \_\_\_\_\_

22 Signature: \_\_\_\_\_

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## 1 PROOF OF SERVICE OF DOCUMENT

2 I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business  
3 address is 10250 Constellation Boulevard, Suite 900, Los Angeles, CA 90067.

4 A true and correct copy of the foregoing documents entitled: STIPULATION CONCERNING  
5 PROTECTIVE ORDER FOR INFORMATION PROVIDED BY MORNING LAW GROUP, P.C.,  
PURSUANT TO AUDIT RIGHTS GRANTED UNDER SALE ORDER on the judge in chambers in the  
form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

6 **1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant  
7 to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and  
hyperlink to the document. On 10/25/2023, I checked the CM/ECF docket for this bankruptcy case or  
adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to  
receive NEF transmission at the email addresses stated below:

- 9 • **Eric Bensamochan** eric@eblawfirm.us, G63723@notify.cincompass.com
- 10 • **Ronald K Brown** ron@rkbrownlaw.com
- 11 • **Christopher Celentino** christopher.celentino@dinsmore.com, caron.burke@dinsmore.com
- 12 • **Shawn M Christianson** cmcintire@buchalter.com, schristianson@buchalter.com
- 13 • **Randall Baldwin Clark** rbc@randallbclark.com
- 14 • **Leslie A Cohen** leslie@lesliecohenlaw.com,  
jaime@lesliecohenlaw.com;clare@lesliecohenlaw.com
- 15 • **Daniel A Edelman** dedelman@edcombs.com, courtecl@edcombs.com
- 16 • **Christopher Ghio** christopher.ghio@dinsmore.com, Kristina.Heller@Dinsmore.com
- 17 • **Jeffrey I Golden** jgolden@go2.law,  
kadele@ecf.courtdrive.com;cbmeeker@gmail.com;lbracken@wgllp.com;gestrada@wgllp.com;go  
lden.jeffreyi.b117954@notify.bestcase.com
- 18 • **Richard H Golubow** rgolubow@wghlawyers.com,  
jmartinez@wghlawyers.com;svillegas@wghlawyers.com
- 19 • **D Edward Hays** ehays@marshackhays.com,  
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmend  
oza@ecf.courtdrive.com
- 20 • **Alan Craig Hochheiser** ahighheiser@mauricewutscher.com,  
arodriguez@mauricewutscher.com
- 21 • **Garrick A Hollander** ghollander@wghlawyers.com,  
jmartinez@wghlawyers.com;svillegas@wghlawyers.com
- 22 • **Razmig Izakelian** razmigizakelian@quinnemanuel.com
- 23 • **Joon M Khang** joon@khanglaw.com
- 24 • **Ira David Kharasch** ikharasch@pszjlaw.com
- 25 • **Nicholas A Koffroth** nkoffroth@foxrothschild.com, khoang@foxrothschild.com
- 26 • **David S Kupetz** David.Kupetz@lockelord.com, mylene.ruiz@lockelord.com
- 27 • **Christopher J Langley** chris@slclawoffice.com,  
omar@slclawoffice.com;langleycr75251@notify.bestcase.com;ecf123@casedriver.com
- 28 • **Daniel A Lev** daniel.lev@gmlaw.com, cheryl.caldwell@gmlaw.com;dlev@ecf.courtdrive.com
- **Michael D Lieberman** mlieberman@lipsonneilson.com
- **Yosina M Lissebeck** Yosina.Lissebeck@Dinsmore.com, caron.burke@dinsmore.com
- **Richard A Marshack (TR)** pkraus@marshackhays.com,  
rmarshal@iq7technology.com;ecf.alert+Marshack@titlexi.com
- **Laila Masud** lmasud@marshackhays.com,  
lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com
- **Kenneth Miskin** Kenneth.M.Miskin@usdoj.gov
- **Byron Z Moldo** bmoldo@ecjlaw.com, amatsuoka@ecjlaw.com,dperez@ecjlaw.com
- **Alan I Nahmias** anahmias@mbn.law, jdale@mbnlawyers.com

- 1 • **Victoria Newmark** vnewmark@pszjlaw.com
- 2 • **Queenie K Ng** queenie.k.ng@usdoj.gov
- 3 • **Teri T Pham** tpham@epglawyers.com, ttpassistant@epglawyers.com
- 4 • **Douglas A Plazak** dplazak@rhlaw.com
- 5 • **Ronald N Richards** ron@ronaldrichards.com, 7206828420@filings.docketbird.com
- 6 • **Gregory M Salvato** gsalvato@salvatoboufadel.com, calendar@salvatolawoffices.com;jboufadel@salvatoboufadel.com;gsalvato@ecf.inforuptcy.com
- 7 • **Olivia Scott** olivia.scott3@bclplaw.com
- 8 • **Jonathan Serrano** jonathan.serrano@dinsmore.com
- 9 • **Paul R Shankman** PShankman@fortislaw.com, info@fortislaw.com
- **Leslie Skorheim** leslie.skorheim@usdoj.gov
- **Andrew Still** astill@swlaw.com, kcollins@swlaw.com
- **United States Trustee (SA)** ustpregion16.sa.ecf@usdoj.gov
- **Sharon Z. Weiss** sharon.weiss@bclplaw.com, raul.morales@bclplaw.com,REC\_KM\_ECF\_SMO@bclplaw.com
- **Johnny White** JWhite@wrslawyers.com, jlee@wrslawyers.com;eweiman@wrslawyers.com

10 2. **SERVED BY UNITED STATES MAIL:** On 10/17/2023, I served the following persons and/or  
11 entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and  
12 correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed  
as follows.

13 Debtor

14 The Litigation Practice Group P.C.  
17542 17th St., Suite 100  
Tustin, CA 92780

15 See attached for additional parties

16 3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION  
17 OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling  
18 LBR, on October 25, 2023, I served the following persons and/or entities by personal delivery, mail service,  
19 or (for those who consented in writing to such service method), by facsimile transmission and/or email as  
follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the  
judge will be completed no later than 24 hours after the document is filed.

20 The Honorable Scott C. Clarkson  
21 United States Bankruptcy Court, Central District of California  
411 West Fourth Street, Suite 5130 / Courtroom 5C  
22 Santa Ana, CA 92701-4593

23 I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

24 10/25/2023

Kimberly Hoang

25 Date

Printed Name

/s/ Kimberly Hoang

26 Signature

#### **Additional Parties Served by U.S. Mail**

## **Creditors who have the 20 largest unsecured claims**

Debt Validation Fund II, LLC  
5075 Lower Valley Road,  
Atglen, PA 19310

MC DVI Fund 1, LLC; MC  
DVI Fund 2, LLC  
598 Cottonwood Dr.,  
Glenview, IL 60026

Validation Partners LLC  
1300 Sawgrass Pkwy, Ste. 110  
Sunrise, FL 33323

Marich Bein LLC  
99 Wall Street, Ste 2669  
New York, NY 10005

Business Centers of America  
1100 Sir Francis Drake Blvd,  
Ste 1, Kentfield, CA 94904

JP Morgan Chase  
3 Park Plaza, Ste 900  
Irvine, CA 92614

CA Franchise Tax Board  
PO Box 942857  
Sacramento, CA 94257-0511

Outsource Accelerator Ltd  
City Marque Limited  
Unit 8801-2 Bldg. 244-248  
Des Voeux Rd.  
Central Hong Kong

Collaboration Advisors  
400 Dorla Court  
Zephyr Cove, NV 89448

Anthem Blue Cross  
PO Box 511300  
Los Angeles, CA 90051-7855

Azevedo Solutions Groups, Inc.  
420 Adobe Canyon Rd.  
Kenwood, CA 95452

Debt Pay Pro  
1900 E Golf Road, Suite 550  
Schaumburg, IL 60173

1 Sharp Business Systems  
2 8670 Argent St  
3 Santee, CA 92071

4 Tustin Executive Center  
5 1630 S Sunkist Steet, Ste A  
6 Anaheim, CA 92806

7 Exela Enterprise Solutions  
8 2701 E. Grauwyler Road  
9 Irving, TX 75061

10 Netsuite-Oracle  
11 2300 Oracle Way  
12 Austin, TX 78741

13 Credit Reporting Service Inc  
14 548 Market St, Suite 72907  
15 San Francisco, CA 94104-5401

16 Document Fulfillment Services  
17 2930 Ramona Ave #100  
18 Sacramento, CA 95826

19 Executive Center LLC  
20 5960 South Jones Blvd  
21 Las Vegas, NV 89118

22 LexisNexus  
23 15500 B Rockfield Blvd  
24 Irvine, CA 92618

25 **Secured Creditors**

26 Diverse Capital LLC  
27 323 Sunny Isles Blvd., Suite 503  
28 Sunny Isles, FL 33154

29 City Capital NY  
30 1135 Kane Concourse  
31 Bay Harbour Islands, FL 33154

32 Counsel for secured creditor Fundura Capital Group  
33 Mitchell B. Ludwig  
34 Knapp, Petersen & Clarke  
35 550 North Brand Blvd., Suite 1500  
36 Glendale, CA 91203